

REMARKS

1. Introduction

In the Office Action mailed April 4, 2008, the Examiner rejected claims 9, 11-15, 17-26, 28-32, and 34-44 under 35 U.S.C. § 103(a) as being unpatentable over Acres, U.S. Patent No. 6,712,697 (“Acres”). The Examiner rejected claims 45-54 under 35 U.S.C. § 103(a) as being unpatentable over Acres in view of Brosnan et al., U.S. Patent No. 7,063,617 (“Brosnan”).

In response, Applicant has amended claims 45 and 50 and has canceled claims 43 and 44.

For the reasons set forth below, Applicants request reconsideration and allowance of the claims, as amended herein.

2. Response to Claim Rejections

a. **Claims 9, 11-15, and 17-25**

Of these claims, claim 9 is independent. The Examiner has rejected claim 9 under § 103 as being unpatentable over Acres. In response, Applicant submits that the rejection is improper and should be withdrawn because Acres does not teach each and every element of claim 9, as set forth below.

Claim 9 recites, *inter alia*, “a credit administration facility operable to maintain a credit account for the player, wherein the credit administration facility is operable to automatically determine the balance of the credit account of the player as a function of ... any *a priori* promotion credit awarded the player.” The Examiner has alleged that Acres discloses this element, specifically citing to col. 6, lines 62-67 and col. 7, lines 1-7. *See* Office Action, p. 2. However, the “credits” described in Acres are not “a priori promotion credits.” Applicant’s

specification defines “a priori promotion credit” as promotion credit that is “available to the player for immediate use for wagers.” *See* Specification, p. 2, lines 4-7. That definition is controlling. *See* MPEP § 2111.01(IV)(“Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it used in the claim.”).

In contrast, the promotion credits in Acres are *not* available to the player for immediate use for wagers. Acres describes account credits that may be applied to a player’s account as a promotion, e.g., as an incentive to open the account. *See* col. 5, lines 61-64. Table 1 in Acres sets forth the sequence followed by the player to redeem the account credits. *See* col. 5, lines 64-67. As set forth in Table 1, the player uses the player’s own money to place a wager (e.g., by inserting a coin or bill) before the promotion credit becomes available. *See* col. 6, lines 3-12. For example, the player may put money in the coin acceptor to place a wager and then press the spin button. *See* col. 6, lines 36-44. In response, the coin-in meter goes to zero, the player’s account credits are debited by the amount of the wager, and the credit meter is credited by this amount (effectively restoring the player’s initial wager). *See* col. 6, lines 45-50.

Thus, whereas the “a priori promotion credit” recited in claim 9 is available to the player for immediate use for wagers, the promotion credits described in Acres are not. Instead, in Acres, the player is required to use the player’s own money to place a wager in order to redeem promotion credits. For this reason alone, the Examiner’s rejection of claim 9 is improper and should be withdrawn.

In addition, claim 9 recites “wherein the credit administration facility is further operable ... to maintain at least one play-through sub-account for the player.” The Examiner has alleged that Acres discloses this element, specifically citing to col. 9, lines 63-67 and col. 10, lines 1-9.

See Office Action, pp. 2-3. However, that section refers to “account credits,” “account points,” and “credits on the gaming meter,” not to any play-through sub-account. In this regard, Applicant’s specification describes two possible play-through sub-accounts that may be maintained by the credit administration facility: (i) the play through achieved by the player; and (ii) the play through still required before the player’s non-cashable credit balance may be cashed out by the player. See Specification, p. 19, line 31 – p. 20, line 10. In contrast, Acres does not describe any sub-account that tracks the player’s play-through, either play-through already achieved or play-through still required. Thus, Acres does not teach “at least one play-through sub-account for the player,” as recited in claim 9. For this reason also, the Examiner’s rejection is improper and should be withdrawn.

Accordingly, Applicant submits that claim 9 is allowable over Acres for at least the foregoing reasons. Applicant further submits that claims 11-15 and 17-25 are allowable for at least the reason that they are dependent upon an allowable claim.

b. Claims 26, 28-32, and 34-42

Of these claims, claim 26 is independent. The Examiner has rejected claim 26 under § 103 as being unpatentable over Acres. In response, Applicant submits that the rejection is improper and should be withdrawn because Acres does not teach each and every element of claim 26, as set forth below.

Claim 26 recites, *inter alia*, “maintaining at least one play through sub-account.” In contrast, Acres does not teach any play through sub-account, as described above for claim 9.

In addition, claim 26 recites, “automatically determining the balance of the credit account of the player as a function of ... any a priori promotion credit awarded to the player.” In contrast,

Acres does not teach “a priori promotion credit” as that term is defined in Applicant’s specification, as discussed above for claim 9.

Accordingly, Applicant submits that claim 26 is allowable over Acres for at least the foregoing reasons. Applicant further submits that claims 28-32 and 34-42 are allowable for at least the reason that they are dependent upon an allowable claim.

c. Claims 45-54

Of these claims, claims 45 and 50 are independent. The Examiner has rejected claims 45 and 50 under § 103 as being unpatentable over Acres in view of Brosnan. In response, Applicant has amended claims 45 and 50 to recite “wherein the player account is useable by a player to make wagers on house edge services and on peer-to-peer services.” Applicant submits that amended claims 45 and 50 are clearly allowable over Acres in view of Brosnan, as set forth below.

Applicant’s specification defines “peer-to-peer services” as “games in which the house does not act as banker, but merely levies a transaction charge on the game.” *See* Specification, p. 6, lines 4-7. Thus, with peer-to-peer services, the house derives revenue from transaction charges, rather than from player losses, and does not carry the risk of player wins. Applicants submit that neither Acres nor Brosnan teach such “peer-to-peer services.” Therefore, neither Acres nor Brosnan teach a player account that is useable to make wagers on peer-to-peer services, as recited in claim 45 and 50.

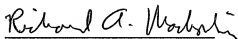
Accordingly, Applicant submits that claims 45 and 50 are allowable over Acres and Brosnan for at least the foregoing reasons. Applicant further submits that claims 46-49 and 51-54 are allowable for at least the reason that they are dependent upon allowable claims.

3. **Conclusion**

Applicant submits that the present application is in condition for allowance, and notice to that effect is hereby requested. Should the Examiner feel that further dialog would advance the subject application to issuance, the Examiner is invited to telephone the undersigned at any time at (312) 913-0001.

Respectfully submitted,

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